

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO
LAS CRUCES DIVISION

**SANJUANA QUIROZ,
Individually and on Behalf
of All Others Similarly Situated**

PLAINTIFF

vs.

No. 2:21-cv-1197-KRS-DLM

DCT ENTERPRISES OF NEW MEXICO, LLC

DEFENDANT

DECLARATION OF SANJUANA QUIROZ

I, Sanjuana Quiroz, do hereby swear, affirm, and attest as follows, based upon my personal knowledge of the matters contained herein:

1. My name is Sanjuana Quiroz, and I am over the age of 18 and duly qualified to execute this declaration.
2. I am a resident and domiciliary of the State of New Mexico.
3. I was employed by DCT Enterprises of New Mexico, LLC (“Defendant”), from January of 2017 until April of 2019. Defendant owns and operates Papa John’s franchises in New Mexico.
4. I worked for Defendant as an hourly-paid delivery driver. My employment caused me to drive to various places in New Mexico to perform deliveries.
5. Defendant required that I “clock out” from working inside the store and “clock in” as making deliveries when leaving the restaurant to make deliveries, thereby changing my hourly paid rate.
6. As a delivery driver, my primary duties were delivering goods to consumers.

7. I was required to maintain and pay for an operable, safe, and legally compliant automobile, while paying for related costs, gasoline, insurance, cell phone costs, and other necessary delivery equipment.

8. I was not reimbursed for any actual expenses and was not reimbursed at the IRS standard business mileage rate for the miles I drove. I completed approximately 2 to 3 deliveries per hour while working with a typical delivery anywhere from 1 to 30 miles away, with an average distance of 8 miles.

9. While making deliveries I averaged 2.5 deliveries an hour with an average distance of 16 miles round trip. Defendant received a “kickback” of \$23.20 per hour ($\0.58 per mile x 16 miles per delivery x 2.5 deliveries per hour).

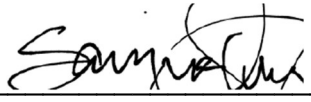
10. I occasionally worked hours over 40 in a week and did not receive sufficient overtime premium because of the unreimbursed mileage expenses.

11. As a result of the unreimbursed mileage, automobile, and other job-related expenses incurred, I was deprived of minimum and overtime wages guaranteed to me by the FLSA.

12. Defendant owes me a total of \$20,192.00 which is shown by a calculation of damages that is submitted as Exhibit 2. I am owed \$10,096.00 in back wages for unpaid overtime premiums and minimum wages, and under the liquidated damages provisions of the Fair Labor Standards Act, I am owed an equal amount in liquidated damages.

PURSUANT TO 28 U.S.C. § 1746, I VERIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 18th day of August, 2022.



SANJUANA QUIROZ